

**REMARKS**

Claims 1, 16, 17, and 27 are cancelled, claim 2 is withdrawn from consideration, claims 2-5, 7, 8, 10-15, 18-20, 23-26 and 28 are amended, and claim 29 is added herein. Claims 15, 19-23, 28, and 29 will be pending for consideration upon entry of this amendment.

The following remarks are responsive to the final Office action dated September 19, 2006.

**DISCUSSION OF NEW CLAIMS**

**Claim 29**

New claim 29 is directed to a pre-packaged absorbent article and sun protection accessories arrangement. The pre-packaged arrangement comprises:

an absorbent article for personal wear; and

a sunscreen carrier containing a sunscreen composition, the sunscreen carrier being releasably adhered directly to the absorbent article for distribution together as a single unit.

As noted in the background of the present application, it is important for caregivers to take various accessories along on outdoor activities, such as swimming or other outings, to provide protection for infants/toddlers against UV radiation. Typically, when the caregiver is preparing for such an outing, the caregiver commonly loads the personal wear absorbent articles (e.g., diapers, training pants, swimming pants, etc.) along with all of the needed accessories into a bag or other carrier. This, however, requires the caregiver to remember to purchase, store, and gather all of the separate items together into the carrier.

The pre-packaged arrangement recited in claim 29 packages the personal wear absorbent article and the sunscreen carrier together for distribution of the arrangement as a single unit,

e.g., at the initial point of purchase. This reduces the burden on the caregiver to have to remember to purchase these items separately and then later also remember to gather these items together to take on an outdoor activity. Rather, these items are already packaged together upon initial purchase and remain together. Thus, when the caregiver remembers to take the personal wear absorbent article along on an outdoor activity, the sunscreen is already there with the absorbent article. Moreover, when on an outing and the need for changing the absorbent article arises, the caregiver is readily reminded of the need to use the sunscreen.

New claim 29 is submitted to be unanticipated by and patentable over the references of record, and in particular U.S. Patent No. 5,435,025 (Gerard et al.) and U.S. Patent Application. Pub. No. 2002/0157972 (Gallo et al.), in that the references fail to disclose or suggest a pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article.

Gerard et al., with reference to Fig. 1 thereof, disclose an elongate cylindrical tube 10 for carrying beach supplies having two releasable endcaps 14, 16 for selectively closing the ends of tube 10. A strap 18 for carrying the tube extends between the two endcaps 14, 16. In use, a towel 12 can be attached to tube 10 by inserting one end of the towel into a longitudinal slit 32 and then wrapping the towel around the tube (Figs. 3 and 4). Snap fasteners 36, 38, 40, 42 can be used to hold the towel in place about the outer surface of the tube.

Gerard et al. fail to disclose that the towel, which the Examiner has characterized as corresponding to claimed absorbent article for personal wear, has a sunscreen carrier releasably adhere directly thereto. (Applicants also reiterate their

contention that the towel of Gerard et al. cannot be properly characterized as the claimed absorbent article for personal wear for the reasons set forth on page 9 of Applicants' Amendment B filed July 12, 2006.) In particular, at column 3, lines 19-21, Gerard et al. specifically state that "[t]he user may place articles, such as cold beverage cans 44, small snacks, bottles of suntan lotion or sunscreen, and other personal effects, inside the tube 10." See also column 1, line 68-column 2, line 2. Thus, the sunscreen is separated from the towel by the tube.

Accordingly, Gerard et al. fails to teach or suggest a pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article as recited in new claim 29.

Gallo et al., with reference to Fig. 1, disclose a container 4 having a plurality of interior compartments 5 for holding products for relieving infants from discomforts, e.g., colds, pain, fever, diaper rash, and gas. See page 3, paragraph [0034]. The container 4 can also contain other related products such as antibiotic ointments, lubricants, saline drops, powder, syrup of Ipecac, bandages, nail clippers, anti-inflammatory creams, thermometer strips, cotton balls, rubbing alcohol, cotton swabs, sunscreen, insect repellent, baby oil, instant ice packs, hydrogen peroxide, Aloe Vera for soothing sunburn, and solutions for replacing electrolytes. See page 3, paragraph [0035]. Gallo et al. disclose that the comforting products, which may or may not be distributed with the container, can be supplemented with other miscellaneous products, which are not distributed with the container. For example, Gallo et al. teach that the user may place brushes, diapers, wipes, diaper disposal bags, pacifiers, cups, bottles, and the like in ancillary

compartments of the container to customize its contents. See page 2, paragraph [0024] and paragraph [0029].

Like Gerard et al., Gallo et al. fail to disclose a pre-packaged arrangement comprising a sunscreen carrier being releasibly adhered directly to an absorbent article as recited in new claim 29. Instead, the kit disclosed by Gallo et al. requires the user to separately purchase the personal wear absorbent article (e.g., diaper) and the comforting products and then assemble them together in the container. Thus, the sunscreen carrier of Gallo et al. is not adhered or otherwise attached to the diaper.

For the above reasons, new claim 29 is submitted to be unanticipated by and patentable over the references of record.

New claim 29 is also submitted to be nonobvious in view of and patentable over the references of record, and in particular Gerard et al. or Gallo et al. in combination with U.S. Patent No. 6,405,867 (Moore), in that whether considered alone or in combination, the references fail to show or suggest a pre-packaged arrangement comprising a sunscreen carrier being releasibly adhered directly to an absorbent article.

As set forth above, both Gerard et al. and Gallo et al. each fail to disclose such a feature. Moore, as shown in Fig. 1 thereof, discloses a bottle 1 containing a suncream for a person to selectively apply to their skin to reduce the harmful effects of the suns rays. A label 11 having a photochromic region 12 for measuring the intensities of ultraviolet radiation is adhered to the bottle (Fig. 2). Other embodiments of containers for containing suncream are also disclosed by Moore. See Figs. 3-5.

The teachings of Moore are limited to the packaging of a suncream product. Nowhere does Moore teach or suggest an

absorbent article for personal wear. Nor does Moore suggest adhering sunscreen to an absorbent article. Thus, Moore must also fail to teach or suggest a pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article.

Because Gerard et al., Gallo et al. and Moore each fail individually to disclose the recited pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article, a combination of these references must similarly fail to teach this feature.

For these reasons, new claim 29 is submitted to nonobvious in view of and patentable over the references of record.

New claim 29 is also submitted to be nonobvious in view of U.S. Patent No. 4,221,221 (Ehrlich) in combination with Gallo et al., in that whether considered alone or in combination, the references fail to show or suggest a pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article. As set forth above, Gallo et al. fail to disclose such a feature.

As shown in Fig. 1, Ehrlich discloses a diaper 12 having a container assembly 16 adhesively secured to the diaper. The container assembly 16 includes a powder packet assembly 42, a towel packet assembly 44, and a baby oil packet assembly 46. Each of these items (powder, towels, and baby oil) are used by caregivers during diaper changes. Nowhere does Ehrlich teach or suggest adhering products unrelated to changing a baby's diaper, and in particular sunscreen, to the diaper.

Because Gallo et al. and Ehrlich each fail individually to disclose the recited pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an

absorbent article, a combination of these references must similarly fail to teach this feature.

Moreover, there is no suggestion or motivation to combine Ehrlich with Gallo et al. in deriving a pre-packaged arrangement comprising a sunscreen carrier being releasably adhered directly to an absorbent article. As mentioned, Ehrlich teaches adhesively securing packets of diaper changing related products (i.e., powder, baby oil, and wipes) on the diaper. Nowhere does Ehrlich teach or suggest placing products unrelated to changing diapers on the diaper. Sunscreen is not related in any way to changing diapers.

Gallo et al. also fails to provide such suggestion or motivation. Gallo et al. disclose a relief kit having a plurality of compartments for holding various relief giving products including pain relief, fever reduction, nasal decongestant, cough relief, gas relief, and diaper rash relief. Other ancillary products can also be placed in the kit including, among others, diapers, wipes, baby oil, bandages, hydrogen peroxide, pacifiers, cups, bottles, sunscreen, and insect repellent. Nowhere does Gallo et al. provide any association between sunscreen and diapers. In other words, Gallo et al. does not provide any suggestion or motivation to one of ordinary skill in the art to place sunscreen in one of the packet assemblies of Ehrlich.

For these reasons, new claim 29 is submitted to be unanticipated by, nonobvious in view of, and patentable over the references of record.

Claims 2, 15, 19-23, 28, and 30 depend directly or indirectly from new claim 29 and are submitted to be nonobvious in view of and patentable over the references of record for at least the same reasons as claim 29.

**CONCLUSION**

In view of the above, applicants request favorable consideration and allowance of claims as they are presented herein.

The Commissioner is hereby authorized to charge any fee associated with this Amendment C to Deposit Account No. 19-1345.

Respectfully submitted,



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